

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGRICULTURAL LEASE AGREEMENT WITH Rafter B FARMS, LLC, FOR THE CUTTING, BALING, AND PROMPT REMOVAL OF HAY FROM LEASED AGRICULTURAL PORTIONS OF THE DENTON ENTERPRISE AIRPORT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8890 – AWARDED TO Rafter B FARMS, LLC, FOR ONE (1) YEAR, WITH THE OPTION FOR FOUR (4) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL FIVE (5) YEAR TERM).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the cutting, baling, and prompt removal of hay from leased agricultural portions of the Denton Enterprise Airport; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Manager, or a designated employee, has received and reviewed and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services, shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP NUMBER</u>	<u>CONTRACTOR</u>
8890	Rafter B Farms, LLC

SECTION 2. By the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. Should the City and person submitting approved and accepted items and of the submitted proposals wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is

hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

**SECTION 4.** The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

**SECTION 5.** By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

**SECTION 6.** This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. The ordinance was passed and approved by the following vote [\_\_\_\_ - \_\_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

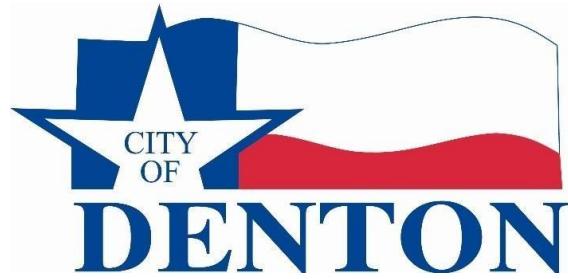
\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, INTERIM CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush  
Marcella Lunn



## DocuSign City Council Transmittal Coversheet

RFP	8890
File Name	Airport Ag Lease
Purchasing Contact	Christina Dormady
City Council Target Date	
Piggy Back Option	No
Contract Expiration	
Ordinance	

**AGRICULTURAL LEASE AGREEMENT  
BETWEEN THE CITY OF DENTON AND  
RAFTER B FARMS, LLC  
(RFP 8890)**

This Denton Enterprise Airport Agricultural Lease Agreement (the "Lease"), is made and entered into on \_\_\_\_\_, in which the City of Denton, Texas, a home rule municipal corporation, (herein called "CITY") devises and lets Rafter B FARMS, LLC, whose address is 14341 Sam Reynolds Rd, Justin, TX 76247 (herein called "LESSEE"), the right and privilege to use for agricultural purposes and for no other purposes, except as authorized herein, the following real property located in the County of Denton, State of Texas, described as follows:

Approximately 220 acres of land at the Denton Municipal Airport, which is surplus to Airport needs, for agricultural purposes, as designated in the shaded portions on attached Exhibit A, which is incorporated herein (the "Leased Premises").

1. The Lease term will be One (1) year, effective from the date that the CITY provides notice of the award to LESSEE ("Effective Date"). The Lease shall automatically renew each year on the month and day of the Effective Date ("Renewal Date"). This Lease may only be automatically renewed for an additional four (4) one-year periods. CITY shall have the right to adjust the compensation LESSEE is required to pay, as set forth in Section 3 hereof, (the "Rent") if CITY'S consultation with the Denton County Agricultural Extension Office reveals that the average rental price of farm land in Denton County has increased by more than five percent (5%) over the Rent. LESSOR shall notify LESSEE in writing of any adjustment in the rental within 30 days of receipt of notice from LESSEE.
2. LESSEE agrees to pay the CITY by check sent by U.S. Postal Service Mail as Rent for the Leased Premises, the sum of two thousand six hundred forty (\$2,640.00) Dollars, which is \$12.00 per acre, for 220 acres of land, per year. This Rent shall be payable in two (2) semi-yearly installments of one thousand three hundred twenty (\$1,320.00) Dollars each, the first installment to be paid on or before the 15<sup>th</sup> of March of each year, and the second installment to be paid on or before the 15<sup>th</sup> of September of each year of the term of this Lease. The five (5) year total, not-to-exceed amount is thirteen thousand two hundred (\$13,200.00) Dollars.

In addition to the rent, LESSEE agrees to perform the following services for CITY as consideration for the Lease of said property, to-wit:

- A. To cut, bale, and promptly remove hay from the shaded portions of the Leased Premises on Exhibit A.

- B. To call to the attention of Airport staff potential erosion areas on the Leased Premises and the areas that are to be mowed.
3. Land Area Available: The Leased Premises are available for agricultural usage LESSEE as follows:

  - A. Approximately 142 acres of usable land on the west side of the Airport in addition to approximately 78 acres of usable land on the North side of the Airport as further shown on Exhibit A.
  - B. Airport Clear Zones:

    1. Airport Clear Zones are land areas along the runway that must be clear of crops and be maintained in such a way as to be smooth with no holes or large rocks in the area. Airport Clear Zones are the non-shaded areas between the runways and the Leased Premises, shown within Exhibit A. **LESSEE MUST REMAIN CLEAR OF THESE AREAS.** The Clear Zones are further specific below:

      - a. 150 feet to the West of Runway 18R/36L.
      - b. 300 feet to the south of the end of the Runway 18R.
      - c. 300 feet to the north of the end of Runway 36L.
    2. The infield area between the runway and taxiway system cannot be utilized for agricultural purposes.
    3. Crops grown at the Leased Premises are restricted by the following conditions:

      - a. Tall standing crops, over three feet in height, may not be grown within 150 feet of the runway on the west side of the Airport.
      - b. Crops may not be grown between the runway and the taxiway system.
      - c. Crops may not be grown next to or in the vicinity of any FAA navigational unit or structure.
  4. Restrictions and Limitations:

    - A. The Leased Premises should be used solely for cultivation of seasonal crops. LESSEE shall conduct all cultivation and mowing in conformity with good soil conservation and pasture management practices.
    - B. At no time will LESSEE or any individual, agent, servant or employee of LESSEE be allowed to park or leave unattended any farm equipment, tractor, or vehicle

within 400 feet of the center line of the runway within any runway approach area that is 500 feet from the threshold or within 50 feet of the edge of any taxiway or apron.

- C. At no time will the LESSEE or any individual, agent, servant or employee of LESSEE be allowed to erect, construct, or build any structure of any nature, or remove or tear down any building or other improvement on the Leased Premises without prior written approval of the CITY.
- D. No new fences may be erected on the Airport property without prior written approval of the LESSOR. All Airport boundary fence lines around the crop area will be maintained by LESSEE.
- E. Grazing or pasturing of animals will not be permitted on the Airport property or on any Airport land leased for agricultural purposes.
- F. LESSEE shall not sublease any portion of the Airport property.

5. Termination: The CITY shall have the right to terminate the Lease with or without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the LESSEE shall promptly cease all further work pursuant to the Lease, with such exceptions, if any, specified in the notice of termination.

6. The following special conditions shall govern the parties to this lease:

- A. It should be understood that the CITY and the Federal Government shall have the right to use any portion of the Leased Premises for any purposes that they deem necessary. The CITY may require that any portion of the Leased Premises be vacated within thirty-days (30) of a written notification and any Rent will be adjusted pro rata upon the cessation of use of such area.
- B. The CITY will have access to the Leased Premises at any time for purpose of any inspection deemed expedient and for the purpose of surveying, utility placement, as well as for the use as access routes to adjacent areas of the Airport or to public roads and any other purpose the City deems necessary in its sole discretion.
- C. Material crops and all other property of the LESSEE shall be removed from the Airport leased land by the expiration date of this lease.
- D. LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ALL PENALTIES ARISING FROM THE VIOLATION OF ANY ORDINANCE, ORDER, OR REGULATION THAT SHOULD OCCUR IN THE OPERATION OF THE LEASE, AS WELL AS FROM AND AGAINST ANY AND ALL LIABILITY FOR ALL CLAIMS, SUITS, LOSSES, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY OF ANY NATURE RESULTING FROM THE CARELESSNESS, NEGLIGENCE OR IMPROPER CONDUCT OF THE LESSEE OR ANY OF ITS AGENTS OR EMPLOYEES.**

- E. LESSEE agrees that it will not bring claim or suit against the CITY or assign any cause of action because of an accident, fire, noise, or disturbance resulting from the crash of an aircraft operating in the vicinity of the Airport; taking off or landing at the Airport; or occasioned by the presence and proximity of aircraft parked, being fueled, taxiing or in-flight over the leased area.
- F. Any crops remaining on the Leased Premises at the end of the Lease term, shall become the property of CITY.
- G. Further, the CITY assumes no responsibility of liability for harm, injury or any damaging events which are directly or indirectly attributable to premise defects, or conditions which may now exist or may hereafter arise upon the premises, any and all defects being expressly waived by LESSEE.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

The following exhibits are attached to and made a part of this Agreement:

Exhibit A – A. To cut, bale, and promptly remove hay from the shaded portions of the Leased Premises

Exhibit B – Insurance Requirements

Exhibit C – Vendor's Response to Insurance Requirements

Exhibit D – Conflict of Interest Questionnaire

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

ATTEST:  
, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY  
ATTORNEY

DocuSigned by:

BY: 

4B070831B4AA438...

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational obligations  
and business terms.

Signed by:



7664117703864991

SIGNATURE

Ryan Adams

PRINTED NAME

Director of Airport

TITLE

Airport

DEPARTMENT

CITY:  
CITY OF DENTON, TEXAS

BY: \_\_\_\_\_  
SARA HENSLEY, CITY MANAGER

LESSEE:  
RAFTER B FARMS, LLC

DocuSigned by:

BY: 

67034770404

AUTHORIZED SIGNATURE

Brian Barksdale

PRINTED NAME

Owner

TITLE

817-319-2407

PHONE NUMBER

Rafterbranch12@yahoo.com

EMAIL ADDRESS

Exhibit A



## Exhibit B

### INSURANCE REQUIREMENTS

*Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

#### STANDARD PROVISIONS:

*Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.*

*As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.*

*All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:*

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A- or better.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents,

Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

#### **SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

##### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of

\$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

### Exhibit C

I, Brian Barksdale, the sole employee of Rafter B Farms, hereby affirm that I will only operate my personally owned vehicle and will not drive or operate any other vehicles not registered in my name.

This statement is intended to confirm my compliance with the requirements set forth by the city of Denton .

If you require any additional information or documentation, please feel free to contact me.

Regards ,

Brian Barksdale

Rafter B Farms LLC

**CONFLICT OF INTEREST QUESTIONNAIRE -****FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

Rafter B Farms, LLC

**2 Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer \_\_\_\_\_

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations hip with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes  No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4  I have no Conflict of Interest to disclose.**

**5 DocuSigned by:**



10/9/2025

Signature of vendor doing business with the governmental entity

Date

6F265E673F64498

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:
  - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
    - (i) a contract between the local governmental entity and vendor has been executed; or
    - (ii) the local governmental entity is considering entering into a contract with the vendor;
  - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
    - (i) a contract between the local governmental entity and vendor has been executed; or
    - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

### **City of Denton Ethics Code Ordinance Number 18-757**

**Definitions:**

**Relative:** a family member related to a City Official within the third 3<sup>rd</sup> degree of affinity (marriage) or consanguinity (blood or adoption)

**City Official:** for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

**Vendor:** a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

## Certificate Of Completion

Envelope Id: DE4A4B24-5BB4-4682-BE60-3EF09092F260

Status: Sent

Subject: Please DocuSign: City Council Contract 8890 Airport Ag Lease

Source Envelope:

Document Pages: 13

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Christina Dormady

AutoNav: Enabled

EnvelopeD Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

901B Texas Street

Denton, TX 76209

christina.dormady@cityofdenton.com

IP Address: 198.49.140.10

## Record Tracking

Status: Original

Holder: Christina Dormady

Location: DocuSign

10/7/2025 4:06:09 PM

christina.dormady@cityofdenton.com

### Signer Events

### Signature

### Timestamp

Christina Dormady

**Completed**

Sent: 10/7/2025 4:09:29 PM

christina.dormady@cityofdenton.com

Viewed: 10/7/2025 4:09:40 PM

Buyer

Using IP Address: 198.49.140.10

Signed: 10/7/2025 4:10:24 PM

City of Denton

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christa Christian



Sent: 10/7/2025 4:10:27 PM

Christa.christian@cityofdenton.com

Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.140.10

Viewed: 10/7/2025 4:15:59 PM

Purchasing Supervisor

Signed: 10/7/2025 4:16:47 PM

City of Denton

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marcella Lunn



Sent: 10/7/2025 4:16:49 PM

marcella.lunn@cityofdenton.com

DocuSigned by:  
Marcella Lunn  
4B070831B4AA438...

Viewed: 10/9/2025 1:18:07 PM

Senior Deputy City Attorney

Signed: 10/9/2025 1:24:03 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 2600:387:f:b18::8

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Brian Barksdale



Sent: 10/9/2025 1:24:06 PM

Rafterbranch12@yahoo.com

DocuSigned by:  
Brian Barksdale  
6F26EE673F64495...

Viewed: 10/9/2025 1:26:11 PM

Owner

Signed: 10/9/2025 1:46:05 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Drawn on Device

Using IP Address: 2600:387:15:5d14::8  
Signed using mobile

### Electronic Record and Signature Disclosure:

Accepted: 10/9/2025 1:26:11 PM

ID: e5df8b1a-51b6-4036-a702-06bc4024f21a

Signer Events	Signature	Timestamp
<p>Ryan Adams Ryan.adams@cityofdenton.com Director of Airport Security Level: Email, Account Authentication (None)</p>	<p>Signed by:  76544D73C36F499...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 10/9/2025 1:46:08 PM Viewed: 10/9/2025 3:22:28 PM Signed: 10/9/2025 3:22:44 PM</p>

**Electronic Record and Signature Disclosure:**

Accepted: 10/9/2025 3:22:28 PM  
ID: 719b09f0-4f4c-4eb7-8ff1-0f4291d21e5d

Cheyenne Defee  
cheyenne.defee@cityofdenton.com  
Procurement Administration Supervisor  
City of Denton  
Security Level: Email, Account Authentication (None)

Sent: 10/9/2025 3:22:47 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sara Hensley  
sara.hensley@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ingrid Rex  
ingrid.rex@cityofdenton.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 10/7/2025 4:10:27 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 10/9/2025 3:22:47 PM Viewed: 10/14/2025 8:55:42 AM

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Leanne Alexander leanne.alexander@cityofdenton.com Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2025 4:09:29 PM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

**To advise City of Denton of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Denton**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERs):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.